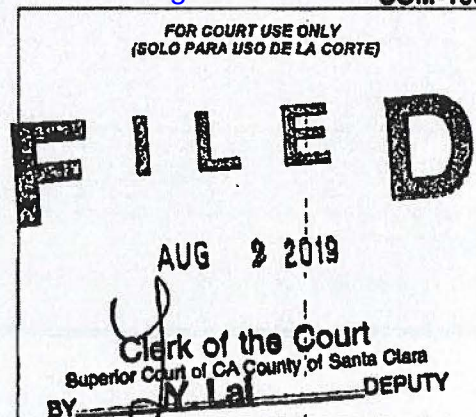


# **Exhibit A**

**SUMMONS**  
**(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**  
Activision Blizzard Inc.  
EE



**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**  
Erik Estavillo

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):  
Santa Clara County Superior Court  
191 N. First Street, San Jose, CA. 95113

CASE NUMBER:  
(Número del Caso):

**19CV352264**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Erik Estavillo, 3284 Cortese Circle, San Jose, CA. 95127 (408) 593-1226

DATE:  
(Fecha) **AUG 2 2019**

Clerk, by  
(Secretario)

**J. Lai**

, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010)).  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **Activision Blizzard, Inc.**

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☒ by personal delivery on (date): **8-5-19**



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Erik Estavillo 3284 Cortese Circle San Jose, CA. 95127  TELEPHONE NO. (408) 593-1226 FAX NO. (Optional): E-MAIL ADDRESS (Optional): uyluy1uy27@gmail.com ATTORNEY FOR (Name): Pro Se	<b>FOR COURT USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b>  STREET ADDRESS: 191 N. First Street  MAILING ADDRESS:  CITY AND ZIP CODE: San Jose, CA. 95113  BRANCH NAME: Civil	
PLAINTIFF: Erik Estavillo  DEFENDANT: Activision Blizzard, Inc.  <input type="checkbox"/> DOES 1 TO _____	
<div style="text-align: center;"><b>CONTRACT</b></div> <input checked="" type="checkbox"/> <b>COMPLAINT</b> <input type="checkbox"/> <b>AMENDED COMPLAINT (Number):</b>  <input type="checkbox"/> <b>CROSS-COMPLAINT</b> <input type="checkbox"/> <b>AMENDED CROSS-COMPLAINT (Number):</b>	
<b>Jurisdiction (check all that apply):</b> <input type="checkbox"/> <b>ACTION IS A LIMITED CIVIL CASE</b> Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input checked="" type="checkbox"/> <b>ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000)</b> <input type="checkbox"/> <b>ACTION IS RECLASSIFIED by this amended complaint or cross-complaint</b> <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited	CASE NUMBER:  19CV352264

1. **Plaintiff\* (name or names):**  
 Erik Estavillo  
 alleges causes of action against **defendant\* (name or names):**  
 Activision Blizzard, Inc.
2. This pleading, including attachments and exhibits, consists of the following number of pages: 7
3. a. Each plaintiff named above is a competent adult  
☐ **except plaintiff (name):**  
 (1) ☐ a corporation qualified to do business in California  
 (2) ☐ an unincorporated entity (describe):  
 (3) ☐ other (specify):
- b. ☐ Plaintiff (name):  
 a. ☐ has complied with the fictitious business name laws and is doing business under the fictitious name (specify):  
 b. ☐ has complied with all licensing requirements as a licensed (specify):  
 c. ☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.
4. a. Each defendant named above is a natural person  
☒ **except defendant (name): Activision Blizzard Inc**    ☐ **except defendant (name):**  
 (1) ☐ a business organization, form unknown      (1) ☐ a business organization, form unknown  
 (2) ☒ a corporation      (2) ☐ a corporation  
 (3) ☐ an unincorporated entity (describe):      (3) ☐ an unincorporated entity (describe):  
 (4) ☐ a public entity (describe):      (4) ☐ a public entity (describe):  
 (5) ☐ other (specify):      (5) ☐ other (specify):

\* If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

Page 1 of 2

PLD-C-001

SHORT TITLE: Estavillo Vs. Activision Blizzard, Inc.	CASE NUMBER: 19CV352264
---	----------------------------

4. (Continued)
- b. The true names of defendants sued as Does are unknown to plaintiff.
- (1) ☐ Doe defendants (specify Doe numbers): \_\_\_\_\_ were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) ☐ Doe defendants (specify Doe numbers): \_\_\_\_\_ are persons whose capacities are unknown to plaintiff.
- c. ☐ Information about additional defendants who are not natural persons is contained in Attachment 4c.
- d. ☐ Defendants who are joined under Code of Civil Procedure section 382 are (names): \_\_\_\_\_
5. ☐ Plaintiff is required to comply with a claims statute, and
- a. ☐ has complied with applicable claims statutes, or
- b. ☐ is excused from complying because (specify): \_\_\_\_\_
6. ☒ This action is subject to ☒ Civil Code section 1812.10 ☐ Civil Code section 2984.4.
7. This court is the proper court because
- a. ☒ a defendant entered into the contract here.
- b. ☒ a defendant lived here when the contract was entered into.
- c. ☒ a defendant lives here now.
- d. ☒ the contract was to be performed here.
- e. ☒ a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. ☐ real property that is the subject of this action is located here.
- g. ☐ other (specify): \_\_\_\_\_
8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):
- ☒ Breach of Contract
- ☐ Common Counts
- ☐ Other (specify): \_\_\_\_\_
9. ☐ Other allegations: \_\_\_\_\_
10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for
- a. ☒ damages of: \$100,000
- b. ☒ interest on the damages
- (1) ☒ according to proof
- (2) ☐ at the rate of (specify): \_\_\_\_\_ percent per year from (date): \_\_\_\_\_
- c. ☐ attorney's fees
- (1) ☐ of: \$ \_\_\_\_\_
- (2) ☐ according to proof.
- d. ☐ other (specify): \_\_\_\_\_
11. ☐ The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers): \_\_\_\_\_

Date: 8/2/19

Erik Estavillo

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)



1 Erik Estavillo  
2 3284 Cortese Circle  
3 San Jose, CA. 95127  
4 (408) 593-1226  
5 uyluy27@gmail.com

(ENDORSED)  
**FILED**  
AUG 2 2019

Clerk of the Court  
Superior Court of CA County of Santa Clara  
BY Y. Lai DEPUTY

6 **SUPERIOR COURT OF CALIFORNIA**  
7 **COUNTY OF SANTA CLARA**

9 Erik Estavillo,  
10 Plaintiff,  
11 v.  
12 Activision Blizzard, Inc.  
13 Defendant,  
14

Case No.: **19CV852264**

**COMPLAINT**

**JURY TRIAL DEMANDED**

16 **1. JURISDICTION:**

17 This court has jurisdiction over this lawsuit because it arises under the laws of California. As  
18 where the defendant Activision Blizzard is located in Santa Monica, California, and all of the  
19 acts and grievances against the plaintiff occurred here in San Jose, California, within the County  
20 of Santa Clara.  
21

22 **2. VENUE:** Venue is appropriate in this Court because both plaintiff and defendant are in  
23 California and all of the acts and omissions giving rise to this lawsuit occurred here.  
24 Furthermore, it is under California state law that one of the claims against the defendant is based  
25 - requiring all stores (digital or otherwise such as Activision Blizzard's game client) that do not  
26 accept return or refunds must clearly display their policy as explicitly as possible, as stated in  
27  
28

1 California Civil Code section 1723. And since Activision Blizzard's game store/client does not  
2 offer a return or refund for any banned video gamer, no matter the reasoning or justification of  
3 the ban or whether it was valid to begin with (as well as Blizzard giving no prudence about the  
4 time frame or monetary amount in question when a customer requests a refund after being  
5 banned by a video game developer selling merchandise via their store platform) they are  
6 therefore essentially violating California Civil Code section 1723 by not explicating stating this  
7 much needed fact on their digital store front/game client as is required by California Civil Code  
8 section 1723.  
9

### 10 11 12 **3. INTRADISTRICT ASSIGNMENT:**

13 This lawsuit should be assigned to the San Jose Division of this Court because a substantial  
14 part of events or omissions giving rise to this lawsuit occurred here in Santa Clara County.  
15

### 16 **4. STATEMENT OF FACTS:**

17 The plaintiff is an avid video game player and since suffering from Depression, OCD, Panic  
18 Disorder, and Crohn's Disease; heavily relies on video games for the little stability he can  
19 achieve in this life. Having these debilitating diseases means he has no friends (as phone records  
20 can prove) and rarely socializes outside of his apartment. Therefore, he heavily relies on video  
21 games for communication with other players and other socialization needs that he can only meet  
22 via the video gaming medium. He also relies on video games to occupy his time and distract him  
23 from said disabilities. However, video game developer Activision Blizzard deemed it necessary  
24 to ban him from their video game, Overwatch, without giving valid proof or reason, hence taking  
25 a vital socializing need he has. Supposed reasoning for ban was because of "abusive chat".  
26 Plaintiff, however, has video evidence via Youtube and Twitch of other popular video game  
27  
28



1 streamers that Activision Blizzard has not yet banned displaying egregious abusive chat  
2 vulgarities. There are literally hundreds of these videos online of popular streamers being  
3 “abusive”, but Blizzard has yet to take action against these streamers and apparently won’t do so  
4 because they bring their game attention, popularity, and overall larger sales. Therefore, Blizzard  
5 is specifically targeting and discriminating against a much different type of people when they  
6 have to manually approve a ban for and against a player. The plaintiff plays Overwatch  
7 practically every night and has for years on end and in a very certain way because of his  
8 Obsessive Compulsive Disorder and cannot perceivably play any other way since he plays  
9 accordingly to what his mental hardships will allow. However, moderators for the game - or  
10 more specifically unqualified other players within the game whom Blizzard now allows to  
11 masquerade as “moderators” mainly because Blizzard is too lazy to moderate their own games  
12 themselves, will allow these players to do all the reporting in-game via automated support  
13 system tickets and its attached punishments. Yet, Blizzard has a history of allowing thousands of  
14 players to make falsified reports against other players and therefore many players are banned by  
15 other players simply by being targeted because they were simply not “liked” by a group of  
16 friends playing the game together. This has led to many innocent players being banned via this  
17 broken, automated reporting system. Evidence of such conduct has been documented via these  
18 credible websites:

19 <https://www.thegamer.com/overwatch-shroud-rage/>,

20 <https://unbanster.com/new-overwatch-ban-system-has-banned-innocent-players/>,

21 <https://blizzardwatch.com/2015/07/13/heroes-of-the-storm-ban-wave-includes-false-positives/>,

22 <https://www.engadget.com/2017/09/27/blizzard-is-fixing-overwatch-seasonal-ban-bug/>, [https://kotaku.com/heroes-](https://kotaku.com/heroes-of-the-storm-streamer-reports-entire-team-promp-1823599645)

23 [of-the-storm-streamer-reports-entire-team-promp-1823599645](https://www.dexterio.com/overwatch/chinese-overwatch-players-are-getting-permanently-banned-for-typing-winnie-the-pooh-in-chat-411037), [24 \[overwatch-players-are-getting-permanently-banned-for-typing-winnie-the-pooh-in-chat-411037\]\(https://www.dexterio.com/overwatch/chinese-overwatch-players-are-getting-permanently-banned-for-typing-winnie-the-pooh-in-chat-411037\),](https://www.dexterio.com/overwatch/chinese-</a></p></div><div data-bbox=)



<https://www.invenglobal.com/heroes/articles/2951/how-an-eu-heroes-pro-was-banned-from-hero-league-and-the-precedent-it-sets>, <https://www.dexerto.com/overwatch/x-qc-explains-why-trash-overwatch-players-actually-need-toxic-teammates-735038>. Mr. Estavillo under the blizzard battletag JokerFreddy#1862 was eventually banned without any monetary recourse such as a return or refund despite the plaintiff having spent nearly \$300 via their Blizzard/Overwatch digital storefront on such things as loot boxes and on buying multiple copies of the game itself each time he has been banned. These incorrect, automated customer bans have resulted in Mr. Estavillo's legit purchases being nullified as well as thousands of other wrongly banned players having to repurchase the game as well as the loot boxes to re-acquire their lost Downloadable Content (DLC), such as skins/emotes/highlight intros/sprays/voice lines that they have lost due to their falsified ban. All the while, Activision Blizzard illegally profits monetarily from these thousands of falsified bans because these banned players then have to re-purchase a 2<sup>nd</sup> and sometimes 3<sup>rd</sup> copy of the game (along with lost loot boxes) if they wish to continue playing just as they had been previously before.

## 5. CLAIMS

**Claim 1:** Activision Blizzard is a complicit violator against California Civil Code section 1723 by not explicitly stating that no returns or refunds are available on the front of their digital store for video gamers. To make matters worse, some players were undoubtedly undeserving of their arbitrary, falsified bans in the first place. These consumers are then without monetary recourse such as a refund or return despite having spent a substantial amount of money on their video games via the Activision Blizzard storefront such as the plaintiff had previously spent.

**Claim 2:** Activision Blizzard is violating the Americans with Disabilities Act; Title III – Public Accommodations and Commercial Facilities 42 U.S.C. §§ 12181–12189 and Title IV - by not



1 updating their store's website/EULA to meet the needs of Americans with Mental Disabilities  
2 such as the plaintiff's need to have it explicitly disclosed on their digital storefront as well as in  
3 the beginning of Activision Blizzard EULA stating important facts about refunds, returns, and  
4 other important information that people with mental hardships/and or minors under the age of 18  
5 need explicitly explained to them, such as which rights they are giving up by agreeing to an  
6 EULA. This is made further worse by their EULA not initially ever recommending for these  
7 disadvantaged groups to have a caregiver/parent overlook or read these EULAs' with them or for  
8 them. There is U.S. Court precedent for this as previously ruled by U.S. District Judge Robert N.  
9 Scola, in a nonjury trial in the District Court for the Southern District of Florida, where he states  
10 for what is believed to be the first time, a court ruling that failure to make a website (physically  
11 and mentally) accessible to people with disabilities violated the Americans with Disabilities Act.,  
12 as where it was found, "(in) a 13-page finding (that) grocer Winn-Dixie violated Title III of the  
13 Americans with Disabilities Act by having a website that was not useable by plaintiff Juan  
14 Carlos Gil to download coupons, order prescriptions and find store locations. Mr. Gil is visually  
15 impaired and uses screen-reader software to access websites. Judge Scola awarded Mr. Gil his  
16 attorneys' fees and costs and required Winn-Dixie to update its website. In its verdict, Judge  
17 Scola wrote, 'Winn-Dixie has violated the American Disabilities Act because the inaccessibility  
18 of its website has denied Gil the full and equal enjoyment of the goods, services, facilities,  
19 privileges, advantages or accommodations that Winn-Dixie offers to its sighted customers.' This  
20 ruling should also further apply to Americans with Mental Disabilities such as the plaintiff in this  
21 case, whom needs explicit explanations as to refund policies and other vital information on  
22 digital video gaming storefronts such as Activision Blizzard's that may illegally take away  
23 certain rights or monies that the plaintiff and/or other disabled video gamers may instead need  
24  
25  
26  
27  
28

1 for other life necessities. Video gamers with mental hardships need all the money they can  
 2 keep/get and need certain imperative rules and regulations explicitly shown to them right away,  
 3 explained to them right away, and not to be hidden at the bottom of an EULA they may have  
 4 trouble deciphering in the first place; Gil v. Winn Dixie Stores, Inc., No. 1:2016cv23020 - Document 63 (S.D.  
 5 Fla. 2017).  
 6

7  
 8 **6. REQUEST FOR RELIEF:**

9 Plaintiff respectfully prays for a judgment against Defendant for:

10 i. Injunctive and equitable relief as the Court deems appropriate including:

- 11 a. Requiring Activision Blizzard to comply with California Civil Code section 1723  
 12 by stating explicitly on the front-page of their Activision Blizzard storefront and  
 13 in each game where loot boxes or digital purchases are available - that there are  
 14 no refunds or returns for players who are banned from a video game - as is  
 15 required by California Civil Code section 1723.  
 16
- 17 b. Requiring the Defendant to update their website/EULA making it easier for  
 18 consumers with mental disabilities to find important information regarding  
 19 refunds, returns, and which legal rights they may be giving up. These should be  
 20 stated at the top of the EULA instead of at the bottom of the EULA where they  
 21 are harder to find and read for such people.  
 22
- 23 c. Compelling the Defendant to reinstate any innocent/wrongly banned players that  
 24 were not initially given pictured or video evidence along with the reasoning for  
 25 their bans.  
 26

27 ii. Compensatory damages to be paid by all Defendants, according to proof at trial, along  
 28 with;



1 for other life necessities. Video gamers with mental hardships need all the money they can  
 2 keep/get and need certain imperative rules and regulations explicitly shown to them right away,  
 3 explained to them right away, and not to be hidden at the bottom of an EULA they may have  
 4 trouble deciphering in the first place; Gil v. Winn Dixie Stores, Inc., No. 1:2016cv23020 - Document 63 (S.D.  
 5 Fla. 2017).  
 6

7  
 8 **6. REQUEST FOR RELIEF:**

9 Plaintiff respectfully prays for a judgment against Defendant for:

10 i. Injunctive and equitable relief as the Court deems appropriate including:

- 11 a. Requiring Activision Blizzard to comply with California Civil Code section 1723  
 12 by stating explicitly on the front-page of their Activision Blizzard storefront and  
 13 in each game where loot boxes or digital purchases are available - that there are  
 14 no refunds or returns for players who are banned from a video game - as is  
 15 required by California Civil Code section 1723.  
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- 17 b. Requiring the Defendant to update their website/EULA making it easier for  
 18 consumers with mental disabilities to find important information regarding  
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 21 are harder to find and read for such people.  
 22
- 23 c. Compelling the Defendant to reinstate any innocent/wrongly banned players that  
 24 were not initially given pictured or video evidence along with the reasoning for  
 25 their bans.  
 26

27 ii. Compensatory damages to be paid by all Defendants, according to proof at trial, along  
 28 with;

Encl *[Signature]*

Plaintiff Signature  
Demand for Jury Trial



## SANTA CLARA COUNTY SUPERIOR COURT

### ALTERNATIVE DISPUTE RESOLUTION INFORMATION SHEET

Many cases can be resolved to the satisfaction of all parties without the necessity of traditional litigation, which can be expensive, time consuming, and stressful. The Court finds that it is in the best interests of the parties that they participate in alternatives to traditional litigation, including arbitration, mediation, neutral evaluation, special masters and referees, and settlement conferences. Therefore, all matters shall be referred to an appropriate form of Alternative Dispute Resolution (ADR) before they are set for trial, unless there is good cause to dispense with the ADR requirement.

#### ***What is ADR?***

ADR is the general term for a wide variety of dispute resolution processes that are alternatives to litigation. Types of ADR processes include mediation, arbitration, neutral evaluation, special masters and referees, and settlement conferences, among others forms.

#### ***What are the advantages of choosing ADR instead of litigation?***

ADR can have a number of advantages over litigation:

- **ADR can save time.** A dispute can be resolved in a matter of months, or even weeks, while litigation can take years.
- **ADR can save money.** Attorney's fees, court costs, and expert fees can be reduced or avoided altogether.
- **ADR provides more participation.** Parties have more opportunities with ADR to express their interests and concerns, instead of focusing exclusively on legal rights.
- **ADR provides more control and flexibility.** Parties can choose the ADR process that is most likely to bring a satisfactory resolution to their dispute.
- **ADR can reduce stress.** ADR encourages cooperation and communication, while discouraging the adversarial atmosphere of litigation. Surveys of parties who have participated in an ADR process have found much greater satisfaction than with parties who have gone through litigation.

#### ***What are the main forms of ADR offered by the Court?***

**Mediation** is an informal, confidential, flexible and non-binding process in the mediator helps the parties to understand the interests of everyone involved, and their practical and legal choices. The mediator helps the parties to communicate better, explore legal and practical settlement options, and reach an acceptable solution of the problem. The mediator does not decide the solution to the dispute; the parties do.

Mediation may be appropriate when:

- The parties want a non-adversary procedure
- The parties have a continuing business or personal relationship
- Communication problems are interfering with a resolution
- There is an emotional element involved
- The parties are interested in an injunction, consent decree, or other form of equitable relief

**Neutral evaluation**, sometimes called "Early Neutral Evaluation" or "ENE", is an informal process in which the evaluator, an experienced neutral lawyer, hears a compact presentation of both sides of the case, gives a non-binding assessment of the strengths and weaknesses on each side, and predicts the likely outcome. The evaluator can help parties to identify issues, prepare stipulations, and draft discovery plans. The parties may use the neutral's evaluation to discuss settlement.

Neutral evaluation may be appropriate when:

- The parties are far apart in their view of the law or value of the case
- The case involves a technical issue in which the evaluator has expertise
- Case planning assistance would be helpful and would save legal fees and costs
- The parties are interested in an injunction, consent decree, or other form of equitable relief

-over-



ATTACHMENT CV-5012

**CIVIL LAWSUIT NOTICE**

Superior Court of California, County of Santa Clara  
191 North First St., San José, CA 95113

CASE NUMBER: **19CV852264****PLEASE READ THIS ENTIRE FORM**

**PLAINTIFF** (the person suing): Within 60 days after filing the lawsuit, you must serve each Defendant with the *Complaint*, *Summons*, an *Alternative Dispute Resolution (ADR) Information Sheet*, and a copy of this *Civil Lawsuit Notice*, and you must file written proof of such service.

**DEFENDANT** (The person sued): You must do each of the following to protect your rights:

1. You must file a **written response** to the *Complaint*, using the proper legal form or format, in the Clerk's Office of the Court, within **30 days** of the date you were served with the *Summons* and *Complaint*;
2. You must serve by mail a copy of your written response on the Plaintiff's attorney or on the Plaintiff if Plaintiff has no attorney (to "serve by mail" means to have an adult other than yourself mail a copy); and
3. You must attend the first Case Management Conference.

**Warning:** If you, as the Defendant, do not follow these instructions, you may automatically lose this case.

**RULES AND FORMS:** You must follow the California Rules of Court and the Superior Court of California, County of Santa Clara Local Civil Rules and use proper forms. You can obtain legal information, view the rules and receive forms, free of charge, from the Self-Help Center at 201 North First Street, San José (408-882-2900 x-2926).

- State Rules and Judicial Council Forms: [www.courts.ca.gov/forms.htm](http://www.courts.ca.gov/forms.htm) and [www.courts.ca.gov/rules.htm](http://www.courts.ca.gov/rules.htm)
- Local Rules and Forms: [www.scscourt.org](http://www.scscourt.org)

**CASE MANAGEMENT CONFERENCE (CMC):** You must meet with the other parties and discuss the case, in person or by telephone, at least 30 calendar days before the CMC. You must also fill out, file and serve a *Case Management Statement* (Judicial Council form CM-110) at least 15 calendar days before the CMC.

**You or your attorney must appear at the CMC.** You may ask to appear by telephone – see Local Civil Rule 8.

Your Case Management Judge is: Sunil Kulkarni Department: 08

The 1<sup>st</sup> CMC is scheduled for: (Completed by Clerk of Court)

Date: NOV 12 2019 Time: 2:15pm in Department: 08

The next CMC is scheduled for: (Completed by party if the 1<sup>st</sup> CMC was continued or has passed)

Date: \_\_\_\_\_ Time: \_\_\_\_\_ in Department: \_\_\_\_\_

**ALTERNATIVE DISPUTE RESOLUTION (ADR):** If all parties have appeared and filed a completed *ADR Stipulation Form* (local form CV-5008) at least 15 days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. Visit the Court's website at [www.scscourt.org](http://www.scscourt.org) or call the ADR Administrator (408-882-2100 x-2530) for a list of ADR providers and their qualifications, services, and fees.

**WARNING:** Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.



**CERTIFICATE OF SERVICE**

I am employed in the County of Orange, State of California. I am over the age of 18 years and not a party to this action. My business address is SCHILLING LAW GROUP, PC 1100 Newport Center Drive, Suite 250, Newport Beach, CA 92660. My email address is *shamika.polin@schillinglawgroup.com*.

On September 3, 2019, I served the following document(s) described as:

**BLIZZARD ENTERTAINMENT, INC.'S NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1331 (FEDERAL QUESTION)**

by serving a true copy of the above-described document in the following manner:

**BY U.S. MAIL**

I am familiar with the office practice of Schilling Law Group, PC for collecting and processing documents for mailing with the United States Postal Service. Under that practice, such documents that are placed for collection and mailing, are deposited with the United States Postal Service on that same day in the ordinary course of business, with postage thereon fully prepaid. I placed the document(s) listed above in a sealed envelope or package containing the above-described document(s) and addressed as set forth below in accordance with the practice of Schilling Law Group, PC for collecting and processing documents for mailing with the United States Postal Service.

Erik Estavillo 3284 Cortese Circle San Jose, CA 95127 Tel: (408) 593-1226	
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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: September 3, 2019

  
Shamika L. Polin

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